

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

PNC BANK, NATIONAL ASSOCIATION,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 4:12CV01042 AGF
	)	
DAVID SEPAC and COVENTRY LAND	)	
CORPORATION,	)	
	)	
Defendants.	)	

**MEMORANDUM AND ORDER**

This matter is before the Court on Plaintiff's motion for default judgment against Defendant Coventry Land Corporation ("Coventry"). Plaintiff alleged in its complaint that Coventry defaulted on a promissory note executed in favor of Plaintiff's predecessor in interest. The note is attached to the complaint. Plaintiff alleged that the outstanding balance due on the note as of June 10, 2012, was the principal sum of \$201,313.45, plus interest in the sum of \$56,600.08 and late fees of \$93.01, for a total, exclusive of attorney's fees and costs of the undersigned, in the sum of \$258,006.54. The Clerk of Court entered default as to Coventry on July 27, 2012. Plaintiff now seeks default judgment against this Defendant in the amount of the indebtedness as of July 30, 2012, in the total amount of \$259,445.09, plus attorney's fees and costs totally \$4,005.52, recoverable under the terms of the Note.

Where default has been entered, the "allegations of the complaint, except as to the amount of damages are taken as true." *Brown v. Kenron Aluminum & Glass Corp.*, 477 F.2d 526, 531 (8th Cir. 1973); *see also Jenkins v. E. Asset Mgmt., LLC*, No. 4:08-CV-1032

CAS, 2009 WL 2488029, at \*3 (E.D. Mo. Aug. 12, 2009). Here, taking Plaintiff's allegations in the complaint as true, except for those allegations as to the amount of damages, the Court concludes that Plaintiff is entitled to default judgment against Coventry. With respect to damages, Plaintiff has provided documentation and evidence supporting its entitlement to the amounts sought.

Upon review of the record,

**IT IS HEREBY ORDERED** that Plaintiff's motion for default judgment in the amount of \$263,450.61 is **GRANTED**. (Doc. No. 9.)

**IT IS FURTHER ORDERED** that the complaint is **DISMISSED** without prejudice with respect to Defendant David Sepac for Plaintiff's failure to serve him in a timely fashion, despite several extensions of time granted by the Court to do so.

A separate Judgment shall accompany this Memorandum and Order.

  
AUDREY G. FLEISSIG  
UNITED STATES DISTRICT JUDGE

Dated this 13<sup>th</sup> day of August, 2013.